



# CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Set Public Hearing for December **17, 2008**, to Consider Resolution Approving Reimbursement Agreement No. RA-08-01 for Public Improvements Constructed with the Vintner's Square Shopping Center

MEETING DATE: November **5, 2008**

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set a public hearing for December 17, 2008, to consider a resolution approving Reimbursement Agreement No. RA-08-01 for public improvements in Kettleman Lane and Westgate Drive and associated public utilities constructed with the Vintner's Square shopping center.

BACKGROUND INFORMATION: Geweke Family Partnership, the developer of the Vintner's Square shopping center located at the northwest corner of Kettleman Lane and Lower Sacramento Road, entered into an Improvement Agreement with the City on April 29, 2004. As required under the conditions of approval for the project and the terms of the Improvement Agreement, the developer has completed certain public improvements on Kettleman Lane and Westgate Drive. The improvements include the installation of asphalt concrete pavement, concrete curb, gutter and sidewalk, water, wastewater and storm drainage lines, and a traffic signal on Kettleman Lane and Westgate Drive. Portions of the public improvements installed by the developer benefit properties ranging from just north of Lodi Avenue/Sargent Road and just south of Kettleman Lane. The benefiting properties are shown on Exhibit A.

The public improvements were accepted by Council on August 16, 2006. The developer has requested a Reimbursement Agreement in conformance with Chapter 16.40 of the Lodi Municipal Code (LMC) to recover the cost of the improvements benefiting the above-mentioned properties, including related costs such as engineering, inspection and plan check fees.

The reimbursable costs for each benefiting property are shown on Exhibit B. Pursuant to LMC §16.40.50.A.3, the reimbursable amounts shown in Exhibit B include an amount attributable to interest for the year 2008 based on the change in the Engineering News Record 20 Cities Construction Cost Index from January 2007 to January 2008. Under the terms of the Reimbursement Agreement similar adjustments to the reimbursable costs will be made each January until payment is received. A copy of the Reimbursement Agreement is attached as Exhibit C.

In conformance with LMC Chapter 16.40, staff recommends that Council set a public hearing to consider a resolution approving Reimbursement Agreement No. RA-08-01.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

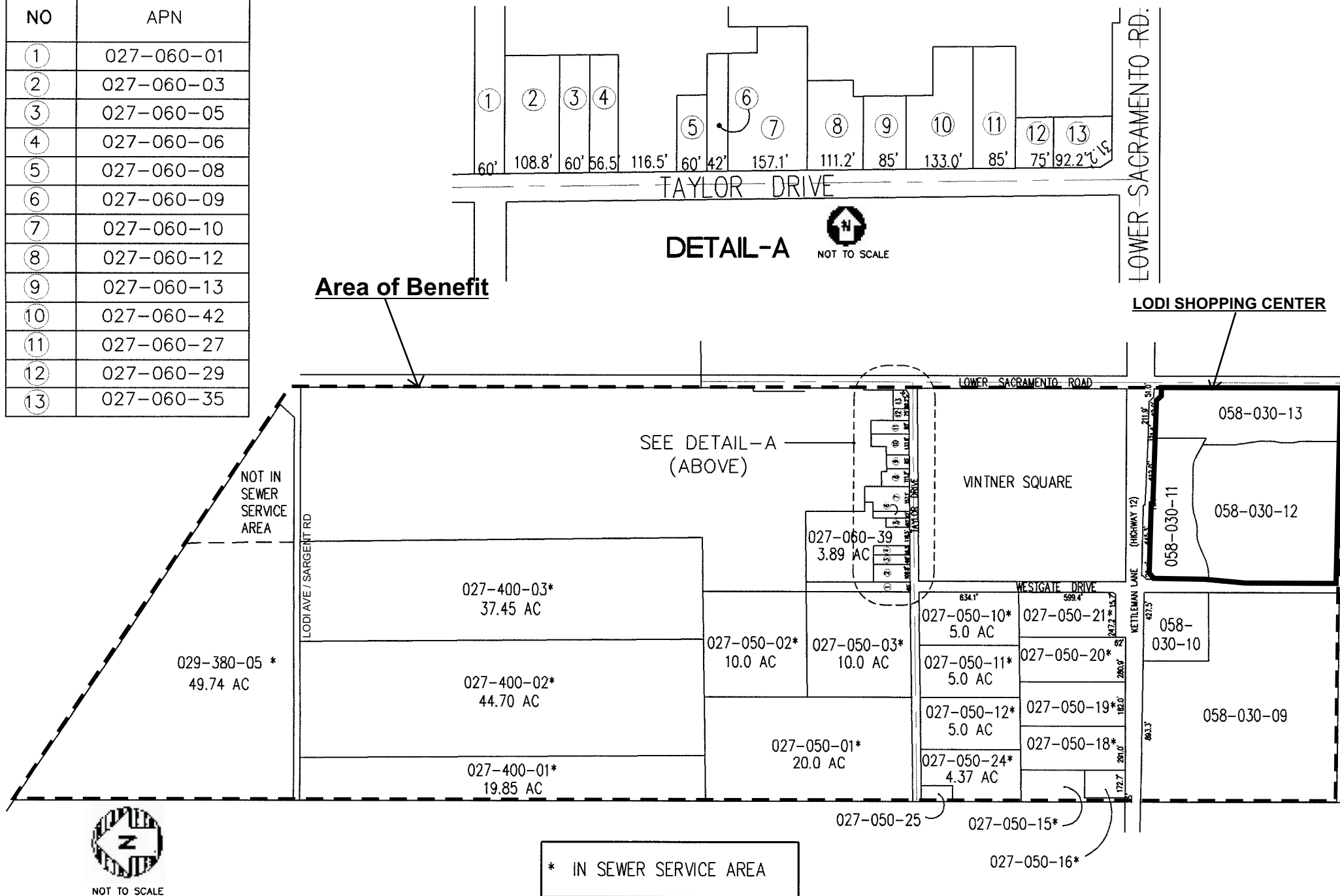
  
Public Works Director

Prepared by Chris R. Boyer, Junior Engineer  
FWS/CRB/pmf  
Attachments  
cc: Senior Civil Engineer Welch  
Senior Civil Engineer Chang

Junior Engineer Boyer  
Property Owners

APPROVED:   
Blair King, City Manager

| NO | APN        |
|----|------------|
| ①  | 027-060-01 |
| ②  | 027-060-03 |
| ③  | 027-060-05 |
| ④  | 027-060-06 |
| ⑤  | 027-060-08 |
| ⑥  | 027-060-09 |
| ⑦  | 027-060-10 |
| ⑧  | 027-060-12 |
| ⑨  | 027-060-13 |
| ⑩  | 027-060-42 |
| ⑪  | 027-060-27 |
| ⑫  | 027-060-29 |
| ⑬  | 027-060-35 |



PROJECT NAME/LOCATION:

**EXHIBIT-A**

DESIGNED BY:

ISSUE DATE:

05/05/08

DRAFTED BY:

PROJECT NO.:

270100

CHECKED BY:

DWG FILENAME:

270100EX-1



**PHILLIPPI ENGINEERING**

**CIVIL ENGINEERING - LAND SURVEYING**

425 MERCHANT STREET VACAVILLE, CA 95688

P.O. BOX 6556 VACAVILLE, CA 95696

OFFICE (707) 451-6556 FAX (707) 451-6555

# Exhibit B

## Detailed Summary of Allocations for Parcels with Street Work

|                                                                          | Quantity | Units | Cost/unit | Cost       | 058-030-09 | 027-050-18 | 027-050-19 | 027-050-20 | 027-050-21 | 058-030-11 | 058-030-12 | 058-030-13 | 027-050-10 |            |
|--------------------------------------------------------------------------|----------|-------|-----------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| <b>Kettleman Lane</b><br><b>(South side, west of Westgate Drive)</b>     |          |       |           |            | 33.21      | 4.26       | 4.27       | 4.27       | 4.11       | 6.97       | 18.29      | 9.26       | 5          |            |
| Roadway Excavation                                                       | 1289     | CY    | \$ 19.50  | \$ 25,143  | \$ 25,143  |            |            |            |            |            |            |            |            |            |
| OG AC in widening areas                                                  | 64       | Tons  | \$ 85.00  | \$ 5,399   | \$ 5,399   |            |            |            |            |            |            |            |            |            |
| Type B AC in widening areas                                              | 1151     | Tons  | \$ 44.00  | \$ 50,630  | \$ 50,630  |            |            |            |            |            |            |            |            |            |
| Type 2 AB in widening areas                                              | 1354     | Tons  | \$ 23.00  | \$ 31,138  | \$ 31,138  |            |            |            |            |            |            |            |            |            |
|                                                                          |          |       |           | \$ 112,309 | \$ 112,309 |            |            |            |            |            |            |            |            |            |
| <b>Kettleman Lane</b><br><b>North side, west of Westgate Drive)</b>      |          |       |           |            |            |            |            |            |            |            |            |            |            |            |
| Roadway Excavation                                                       | 1254     | CY    | \$ 19.50  | \$ 16,166  |            | \$ 755     | \$ 3,540   | \$ 5,519   | \$ 6,350   |            |            |            |            |            |
| OG AC in widening areas                                                  | 70       | Tons  | \$ 85.00  | \$ 5,584   |            | \$ 255     | \$ 1,220   | \$ 1,909   | \$ 2,201   |            |            |            |            |            |
| Type B AC in widening areas                                              | 1114     | Tons  | \$ 44.00  | \$ 32,392  |            | \$ 1,513   | \$ 7,094   | \$ 11,059  | \$ 12,724  |            |            |            |            |            |
| Type 2 AB in widening areas                                              | 1317     | Tons  | \$ 23.00  | \$ 20,021  |            | \$ 935     | \$ 4,385   | \$ 6,835   | \$ 7,865   |            |            |            |            |            |
|                                                                          |          |       |           | \$ 74,163  |            | \$ 3,459   | \$ 16,238  | \$ 25,322  | \$ 29,140  |            |            |            |            |            |
| <b>Kettleman Lane</b><br><b>(South side, across from Vintner Square)</b> |          |       |           |            |            |            |            |            |            |            |            |            |            |            |
| Roadway Excavation                                                       | 487      | CY    | \$ 19.50  | \$ 9,497   |            |            |            |            |            | \$ 1,917   | \$ 5,032   | \$ 2,547   |            |            |
| Type B AC in widening areas                                              | 434      | Tons  | \$ 44.00  | \$ 19,096  |            |            |            |            |            | \$ 3,856   | \$ 10,118  | \$ 5,123   |            |            |
| Type 2 AB in widening areas                                              | 511      | Tons  | \$ 23.00  | \$ 11,753  |            |            |            |            |            | \$ 2,373   | \$ 6,227   | \$ 3,153   |            |            |
| Cold planing                                                             | 1514     | SY    | \$ 3.50   | \$ 5,298   |            |            |            |            |            | \$ 1,070   | \$ 2,807   | \$ 1,421   |            |            |
| Type B overlay                                                           | 233      | Tons  | \$ 44.00  | \$ 10,237  |            |            |            |            |            | \$ 2,067   | \$ 5,424   | \$ 2,746   |            |            |
| OG AC                                                                    | 84       | Tons  | \$ 85.00  | \$ 7,119   |            |            |            |            |            | \$ 1,437   | \$ 3,772   | \$ 1,910   |            |            |
| Remove 6" AC                                                             | 41       | CY    | \$ 18.00  | \$ 736     |            |            |            |            |            | \$ 149     | \$ 390     | \$ 197     |            |            |
| Replace 6" AC                                                            | 82       | Tons  | \$ 43.00  | \$ 3,513   |            |            |            |            |            | \$ 709     | \$ 1,861   | \$ 942     |            |            |
| Kettleman / Westgate signal                                              | Lump Sum |       |           | \$ 82,500  |            |            |            |            |            | \$ 16,658  | \$ 43,712  | \$ 22,131  |            |            |
| Lighting and Signal interconnect                                         | Lump Sum |       |           | \$ 32,500  |            |            |            |            |            | \$ 6,562   | \$ 17,220  | \$ 8,718   |            |            |
|                                                                          |          |       |           | \$ 182,249 |            |            |            |            |            | \$ 36,798  | \$ 96,562  | \$ 48,888  |            |            |
| <b>Westgate Drive</b>                                                    |          |       |           |            |            |            |            |            |            |            |            |            |            |            |
| Street pavement section(0.3 AC / 0.55 AB)                                | 27239    | SF    | \$ 2      | \$ 62,650  |            |            |            |            | \$ 30,748  |            |            |            | \$ 31,902  |            |
| Stamped pavement in median                                               | 730      | SF    | \$ 16     | \$ 11,680  |            |            |            |            | \$ 5,732   |            |            |            | \$ 5,948   |            |
| Curb and gutter                                                          | 1165     | LF    | \$ 16     | \$ 18,640  |            |            |            |            | \$ 9,148   |            |            |            | \$ 9,492   |            |
| 8" median curb                                                           | 1165     | LF    | \$ 12     | \$ 13,980  |            |            |            |            | \$ 6,861   |            |            |            | \$ 7,119   |            |
| 12" median border                                                        | 882.5    | LF    | \$ 16     | \$ 14,120  |            |            |            |            | \$ 6,930   |            |            |            | \$ 7,190   |            |
| Striping                                                                 | Lump Sum |       | \$ 1,600  | \$ 1,600   |            |            |            |            | \$ 785     |            |            |            | \$ 815     |            |
| Traffic Signs                                                            | 10       | each  | \$ 200    | \$ 2,000   |            |            |            |            | \$ 982     |            |            |            | \$ 1,018   |            |
| Object markers                                                           | 2        | each  | \$ 55     | \$ 110     |            |            |            |            | \$ 54      |            |            |            | \$ 56      |            |
| Street name signs                                                        | 1        | each  | \$ 325    | \$ 325     |            |            |            |            | \$ 160     |            |            |            | \$ 165     |            |
| Benchmarks                                                               | 0.5      | each  | \$ 500    | \$ 250     |            |            |            |            | \$ 123     |            |            |            | \$ 127     |            |
| Monuments                                                                | 0.5      | each  | \$ 400    | \$ 200     |            |            |            |            | \$ 98      |            |            |            | \$ 102     |            |
| Median Landscaping                                                       | Lump Sum |       | \$ 39,125 | \$ 39,125  |            |            |            |            | \$ 19,202  |            |            |            | \$ 19,923  |            |
| 18" storm drain in Westgate Drive                                        | 131      | LF    | \$ 24     | \$ 3,144   |            |            |            |            | \$ 3,144   |            |            |            | \$ -       |            |
| 15" storm drain at Kettleman intersection                                | 74       | LF    | \$ 25     | \$ 1,850   |            |            |            |            | \$ 1,850   |            |            |            | \$ -       |            |
| 12" storm drains                                                         | 59       | LF    | \$ 24     | \$ 1,416   |            |            |            |            | \$ 1,416   |            |            |            | \$ -       |            |
| Storm drain manholes                                                     | 1.5      | each  | \$ 2,950  | \$ 4,425   |            |            |            |            | \$ 4,425   |            |            |            | \$ -       |            |
| Storm drain inlets                                                       | 3        | each  | \$ 1,050  | \$ 3,150   |            |            |            |            | \$ 3,150   |            |            |            | \$ -       |            |
| 8" sewer laterals to west side                                           | 50       | LF    | \$ 22.50  | \$ 1,125   |            |            |            |            | \$ 552     |            |            |            | \$ 573     |            |
| Sewer manholes                                                           | 2.5      | each  | \$ 2,550  | \$ 6,375   |            |            |            |            | \$ 3,188   |            |            |            | \$ 3,188   |            |
| 10" water main                                                           | 710      | LF    | \$ 20.50  | \$ 14,555  |            |            |            |            | \$ 7,143   |            |            |            | \$ 7,412   |            |
| 10" gate valves                                                          | 4        | each  | \$ 1,050  | \$ 4,200   |            |            |            |            | \$ 2,061   |            |            |            | \$ 2,139   |            |
| Median landscaping service                                               | 0.5      | each  | \$ 1,400  | \$ 700     |            |            |            |            | \$ 344     |            |            |            | \$ 356     |            |
|                                                                          |          |       |           | \$ 205,620 |            |            |            |            | \$ 108,107 |            |            |            | \$ 97,513  |            |
| Plus plan check and inspection fee                                       |          |       |           |            | 5.5%       | \$ 6,177   | \$ 190     | \$ 893     | \$ 1,393   | \$ 7,549   | \$ 2,024   | \$ 5,311   | \$ 2,689   | \$ 5,363   |
| Plus engineering and administration                                      |          |       |           |            | 10%        | \$ 11,231  | \$ 346     | \$ 1,624   | \$ 2,532   | \$ 13,725  | \$ 3,680   | \$ 9,656   | \$ 4,889   | \$ 9,751   |
| Street Work total for the parcel                                         |          |       |           |            |            | \$ 129,717 | \$ 3,995   | \$ 18,755  | \$ 29,247  | \$ 158,520 | \$ 42,502  | \$ 111,529 | \$ 56,466  | \$ 112,627 |
| Plus trunk sewer allocation                                              |          |       |           |            |            | \$ -       | \$ 2,457   | \$ 2,463   | \$ 2,463   | \$ 2,370   | \$ -       | \$ -       | \$ -       | \$ 2,884   |
| Total for the property                                                   |          |       |           |            |            | \$ 129,717 | \$ 6,452   | \$ 21,218  | \$ 31,709  | \$ 160,891 | \$ 42,502  | \$ 111,529 | \$ 56,466  | \$ 115,511 |

# Exhibit B

## Summary of allocations of cost to the various properties

| Parcel     | Acres | Kettleman -West of<br>Westgate (South) | Kettleman - West of<br>Westgate (North) | Kettleman - Across<br>from Vintner Square | Westgate<br>Drive | Taylor Road | Trunk<br>Sewer | Total      |
|------------|-------|----------------------------------------|-----------------------------------------|-------------------------------------------|-------------------|-------------|----------------|------------|
|            |       | Allocation                             | Allocation                              | Allocation                                | Allocation        | Allocation  |                | Allocation |
| 058-030-09 | 33.21 | \$ 103,773                             |                                         |                                           |                   |             | \$             | 103,773    |
| 058-030-10 | 4.10  |                                        |                                         |                                           |                   |             | \$             | -          |
|            |       |                                        |                                         |                                           |                   |             | \$             | -          |
| 027-050-01 | 20.00 |                                        |                                         |                                           |                   |             | \$ 11,535      | \$ 11,535  |
| 027-050-02 | 10.00 |                                        |                                         |                                           |                   |             | \$ 5,767       | \$ 5,767   |
| 027-050-03 | 10.00 |                                        |                                         |                                           |                   |             | \$ 5,767       | \$ 5,767   |
| 027-050-10 | 5.00  |                                        |                                         |                                           | \$ 112,627        |             | \$ 2,884       | \$ 115,511 |
| 027-050-11 | 5.00  |                                        |                                         |                                           |                   |             | \$ 2,884       | \$ 2,884   |
| 027-050-12 | 5.00  |                                        |                                         |                                           |                   |             | \$ 2,884       | \$ 2,884   |
| 027-050-15 | 2.00  |                                        |                                         |                                           |                   |             | \$ 1,153       | \$ 1,153   |
| 027-050-16 | 1.00  |                                        |                                         |                                           |                   |             | \$ 577         | \$ 577     |
| 027-050-18 | 4.26  |                                        | \$ 3,995                                |                                           |                   |             | \$ 2,457       | \$ 6,452   |
| 027-050-19 | 4.27  |                                        | \$ 18,755                               |                                           |                   |             | \$ 2,463       | \$ 21,218  |
| 027-050-20 | 4.27  |                                        | \$ 29,247                               |                                           |                   |             | \$ 2,463       | \$ 31,709  |
| 027-050-21 | 4.11  |                                        | \$ 33,657                               |                                           | \$ 124,864        |             | \$ 2,370       | \$ 160,891 |
| 027-050-24 | 4.37  |                                        |                                         |                                           |                   |             | \$ 2,520       | \$ 2,520   |
| 027-050-25 | 0.46  |                                        |                                         |                                           |                   |             | \$ 265         | \$ 265     |
|            |       |                                        |                                         |                                           |                   |             | \$             | -          |
| 058-030-11 | 6.97  |                                        |                                         | \$ 42,502                                 |                   |             | \$             | \$ 42,502  |
| 058-030-12 | 18.29 |                                        |                                         | \$ 111,529                                |                   |             | \$             | \$ 111,529 |
| 058-030-13 | 9.26  |                                        |                                         | \$ 56,466                                 |                   |             | \$             | \$ 56,466  |
|            |       |                                        |                                         |                                           |                   |             | \$             | -          |
| 027-060-01 | 0.91  |                                        |                                         |                                           |                   | \$ 2,814    | \$             | \$ 2,814   |
| 027-060-03 | 0.64  |                                        |                                         |                                           |                   | \$ 1,979    | \$             | \$ 1,979   |
| 027-060-05 | 0.35  |                                        |                                         |                                           |                   | \$ 1,082    | \$             | \$ 1,082   |
| 027-060-06 | 0.30  |                                        |                                         |                                           |                   | \$ 928      | \$             | \$ 928     |
| 027-060-39 | 3.89  |                                        |                                         |                                           |                   | \$ 12,028   | \$             | \$ 12,028  |
| 027-060-08 | 0.24  |                                        |                                         |                                           |                   | \$ 742      | \$             | \$ 742     |
| 027-060-09 | 0.22  |                                        |                                         |                                           |                   | \$ 680      | \$             | \$ 680     |
| 027-060-10 | 1.01  |                                        |                                         |                                           |                   | \$ 3,123    | \$             | \$ 3,123   |
| 027-060-12 | 0.45  |                                        |                                         |                                           |                   | \$ 1,391    | \$             | \$ 1,391   |
| 027-060-13 | 0.33  |                                        |                                         |                                           |                   | \$ 1,020    | \$             | \$ 1,020   |
| 027-060-42 |       |                                        |                                         |                                           |                   | \$ 2,041    | \$             | \$ 2,041   |
| 027-060-27 | 0.38  |                                        |                                         |                                           |                   | \$ 1,175    | \$             | \$ 1,175   |
| 027-060-29 | 0.21  |                                        |                                         |                                           |                   | \$ 649      | \$             | \$ 649     |
| 027-060-35 | 0.21  |                                        |                                         |                                           |                   | \$ 649      | \$             | \$ 649     |
|            |       |                                        |                                         |                                           |                   |             | \$             | -          |
| 027-400-01 | 19.85 |                                        |                                         |                                           |                   |             | \$ 9,851       | \$ 9,851   |
| 027-400-02 | 44.70 |                                        |                                         |                                           |                   |             | \$ 14,349      | \$ 14,349  |
| 027-400-03 | 37.45 |                                        |                                         |                                           |                   |             | \$ 20,725      | \$ 20,725  |
| 029-380-05 | 49.74 |                                        |                                         |                                           |                   |             | \$ 18,253      | \$ 18,253  |
|            |       | \$ 103,773                             | \$ 85,653 *                             | \$ 210,497                                | \$ 237,491        | \$ 30,303   | \$ 109,168     | \$ -       |
|            |       |                                        |                                         |                                           |                   |             | \$             | \$ 776,885 |

\* This amount (\$85,653) is \$5 less than the amount shown in the "Determination of Costs" section due to scaling and rounding.

WHEN RECORDED, RETURN TO:

City Clerk  
City of Lodi  
221 West Pine Street  
Lodi, CA 95240

REIMBURSEMENT  
for  
PUBLIC IMPROVEMENTS

AGREEMENT # RA - 08-01

THIS AGREEMENT is made by and between the CITY OF LODI, hereinafter referred to as "City", and THE GEWEKE FAMILY PARTNERSHIP, a California Limited Partnership, hereinafter referred to as "Applicant".

RECITALS:

WHEREAS, Applicant is the developer of commercial development titled Vintner's Square Shopping Center, located on the north west corner of Lower Sacramento Road and Kettleman Lane, Lodi, California, and has entered into an Improvement Agreement with City dated April 29, 2004, to construct public improvements required to serve the development, and

WHEREAS, Applicant has constructed certain public improvements (hereinafter "Improvements"), which include installation of asphalt concrete pavement, concrete curb and gutter, water pipe, wastewater pipe, storm drain pipe, traffic control systems, and other miscellaneous and related items, that will serve additional properties that are designated and shown on the plan attached as Exhibit A to this Agreement; and

WHEREAS, Applicant has filed a request with City's Public Works Director in conformance with Chapter 16.40 of the Lodi Municipal Code requesting reimbursement for those improvements which benefit other properties or would be required of those properties upon development ("Benefit Area"); and

WHEREAS, the property owners of those properties shown in Exhibit A have been notified and the City Council has conducted a public hearing regarding the Applicant's request for reimbursement.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained and pursuant to Government Code Sections 66485 through 66489 and Title 16 of the Lodi Municipal Code, it is hereby agreed between the parties as follows:

1. The amount of the reimbursable costs for the Improvements due to Applicant includes construction costs less any applicable credits plus ten percent for administrative and engineering design costs (10%), engineering plan check fees (2.0%), engineering inspection fees (3.5%) and the reimbursement application fee. Total construction costs and costs attributable to the Benefit Area are shown on attached Exhibit B.
2. The reimbursable amount shall be recalculated annually to include an amount attributable to interest, using the Engineering News Record (ENR) 20 Cities Construction Cost Index. On uncollected reimbursements, the reimbursement

rates shall be calculated in January of each calendar year beginning January 2008 by the following formula:

$$(\text{ENR Jan. 1 of current year}) \div (\text{initial ENR}) \times (\text{Balance due Jan. 1 of prior year less payments made during the previous year})$$

The initial ENR index under this Agreement is 8090.06. The initial reimbursable amounts are shown on Exhibit B.

3. In the event that the benefiting properties shown on Exhibit A develop, City shall collect the appropriate charges from the developers of the benefiting property and reimburse Applicant or Applicant's heirs, successors or assigns, for a period of fifteen (15) years. For payment collection purposes, benefiting parcels APN 058-030-11, 058-030-12 and 058-030-13 have been segregated into a group shown as Lodi Shopping Center on Exhibit A. Total reimbursement costs for the parcels within this group shall be payable at the time of issuance of the first Public Improvement Agreement for shopping center improvements. The charges for all other benefiting properties shall be paid in full at the time of the first development on those properties.
4. The Kettleman Lane/Westgate Drive traffic signal is assumed to have been installed in its ultimate location for the purposes of calculating the reimbursable costs covered by this Agreement. The signal installation cost has been allocated fifty percent (50%) to the Applicant and fifty percent (50%) to the Lodi Shopping Center (Parcels APN 058-030-11, 058-030-12 and 058-030-13). However, if, at the time of development of the Lodi Shopping Center, the Kettleman Lane/Westgate Drive traffic signal must be relocated to accommodate that project, the current signal location will be considered temporary for the purposes of this Agreement and no reimbursement will be due to the Applicant for those costs. Adjustments to the required reimbursement will be made by City staff at the time of payment.
5. Applicant shall pay City \$6,908.41 for the preparation of this Agreement prior to approval and recording of this Agreement. This cost is based on one percent (1%) of the reimbursable construction costs, excluding engineering, administrative and other costs, with a minimum charge of \$750.00.
6. Upon each collection of reimbursement charges, an administrative charge shall be deducted and retained by City for administering the reimbursement provisions of this Agreement. The administrative charge shall be established from time to time by resolution of the City Council. As of the date of this Agreement, the charge is \$200.00.
7. This Agreement shall inure to the benefit of the heirs, successors and assigns of Applicant. City shall mail reimbursement payments to the last address of Applicant on file with the Public Works Director of the City. In the event a reimbursement is returned or unclaimed after two (2) years from the date of mailing, the amount of the reimbursement shall revert to City and be deposited in the appropriate development impact mitigation fee fund maintained by City.
8. All correspondence and payments required by this Agreement shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Correspondence and payments to City shall be addressed as follows:

F. Wally Sandelin  
Public Works Director  
221 West Pine Street  
P. O. Box 3006  
Lodi, CA 95241-1910

Correspondence and payments to Applicant shall be addressed as follows:

Geweke Family Partnership  
P. O. Box 1420  
Lodi, CA 95241

9. This Agreement is entered into pursuant to the provisions of Title 16 of the Lodi Municipal Code and the provisions of that section shall by reference be part of this Agreement **as** though fully set forth herein.

The undersigned represent and warrant that they are authorized by the parties they purport to represent to execute this Agreement.

IN WITNESS WHEREOF, Applicant and City have executed this Agreement as of the date first above written.

Geweke Family Partnership  
a California Limited Partnership

By: \_\_\_\_\_  
Date  
Name & Title: \_\_\_\_\_

CITY OF LODI, A MUNICIPAL CORPORATION

By: \_\_\_\_\_  
Blair King, City Manager Date

ATTEST:

\_\_\_\_\_  
Randi Johl, City Clerk Date

APPROVED **AS** TO FORM:  
D. Stephen Schwabauer, City Attorney

By: \_\_\_\_\_  
Janice D. Magdich, Deputy City Attorney 

CITY COUNCIL

JOANNE L. MOUNCE, Mayor  
LARRY O. HANSEN,  
Mayor Pro Tempore  
SUSAN HITCHCOCK  
BOB JOHNSON  
PHIL KATZAKIAN

# CITY OF LODI

## PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 333-6706  
FAX (209) 333-6710  
EMAIL [pwdept@lodi.gov](mailto:pwdept@lodi.gov)  
<http://www.lodi.gov>

BLAIR KING  
City Manager  
RANDI JOHL  
City Clerk  
D. STEVEN SCHWABAUER  
City Attorney  
F. WALLY SANDELIN  
Public Works Director

October 31, 2008

Property Owners *Mailing List Attached*

SUBJECT: Set Public Hearing for December 17, 2008, to Consider Resolution  
Approving Reimbursement Agreement No. RA-08-01 for Public  
Improvements Constructed with the Vintner's Square Shopping Center

Enclosed is a copy of background information on an item on the City Council agenda of  
Wednesday, November 5, 2008. The meeting will be held at 7 p.m. in the  
City Council Chamber, Carnegie Forum, 305 West Pine Street.

As indicated in the title, the only action will be to set a public hearing date on the item.  
Public hearings are usually set for the second following Council Meeting.

If you wish to write to the City Council, please address your letter to City Council,  
City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the  
mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's  
card (available at the Carnegie Forum immediately prior to the start of the meeting) and  
give it to the City Clerk. If you have any questions about communicating with the  
Council, please contact Randi Johl, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Chris Boyer, Junior Engineer,  
at (209) 333-6800, extension 3321.

*F. Wally Sandelin*  
for: F. Wally Sandelin  
Public Works Director

FWS/pmf

Enclosure

cc: City Clerk



## Vintner's Square Affected Property Owners

| APN                                                                                | MAILING ADDRESS                                                                             | CITY                                                                              | SITUS                                                                                                                  | OWNER                                                                                                                           |
|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| 058-030-09<br>027-050-01,                                                          | 2541 Lynch Wy                                                                               | Lodi CA 95242                                                                     | 252 E State Route 12<br>Hwy                                                                                            | Thomas & Carolyn Reichmuth                                                                                                      |
| 027-050-02<br>027-050-03<br>027-050-10,<br>027-050-12,                             | 179 E Taylor Road<br>345 E Taylor Road                                                      | Lodi CA 95242<br>Lodi CA 95242                                                    | 179 E Taylor Road<br>345 E Taylor Road                                                                                 | Maxine Christesen Family LP<br>Emma Meier                                                                                       |
| 027-050-24<br>027-050-11                                                           | 9949 Fernwood Ave<br>2332 Rockingham Cir                                                    | Stockton CA 95212<br>Lodi CA 95242                                                | 306 E Taylor Road<br>240 E Taylor Road<br>31 E State Route 12<br>Hwy<br>35 E State Route 12                            | Angelos Parisis<br>Miyoko Kaba                                                                                                  |
| 027-050-15                                                                         | 101 E Hwy 12                                                                                | Lodi CA 95240                                                                     | Hwy                                                                                                                    | David Dollinger                                                                                                                 |
| 027-050-16                                                                         | 35 E State Route 12 Hwy<br>101 E State Route 12                                             | Lodi CA 95242                                                                     | Hwy<br>101 E State Route 12                                                                                            | Bob & Judith Brown                                                                                                              |
| 027-050-18<br>027-050-19,<br>027-050-20                                            | Hwy<br>209 E State Route 12<br>Hwy<br>1139 E Kettleman Lane                                 | Lodi CA 95242<br>Lodi CA 95242                                                    | Hwy<br>209 E State Route 12<br>Hwy<br>341 E State Route 12                                                             | Leroy & Gladys Dollinger<br>Lamar & Joann Hedrick                                                                               |
| 027-050-21<br>027-050-25<br>058-030-11,<br>058-030-13                              | Ste 200<br>16 E Taylor Road<br>100 Swan Wy Ste 206                                          | Lodi CA 95240<br>Lodi CA 95242<br>Oakland CA 94621-1459<br>Bentonville AR         | Hwy<br>16 E Taylor Road<br>1440 Westgate Drive                                                                         | Geweke Family LTP PTP<br>Richard & Pamela Gerlack<br>BDC Lodi III LP                                                            |
| 058-030-12<br>027-060-01<br>027-060-03<br>027-060-05<br>027-060-06,<br>027-060-39, | Mail Stop 0555<br>383 E Taylor Road<br>810 W Elm St<br>441 E Taylor Road                    | 72716-0555<br>Lodi CA 95240<br>Lodi CA 95240<br>Lodi CA 95240                     | 1600 Westgate Drive<br>383 E Taylor Road<br>419 E Taylor Road<br>441 E Taylor Road                                     | Wal Mart Real Est Business Tru<br>Merced Gutierrez<br>Steven Culbertson<br>Daniel Mcneil                                        |
| 027-060-08<br>027-060-09<br>027-060-10<br>027-060-12<br>027-060-13<br>027-060-42   | 9900 Pringle<br>517 E Taylor Road<br>1806 W Kettleman Ln<br>246 N Loma<br>619 E Taylor Road | Galt CA 95632<br>Lodi CA 95240<br>Lodi CA 95242<br>Lodi CA 95240<br>Lodi CA 95242 | 453 E Taylor Road<br>517 E Taylor Road<br>555 E Taylor Road<br>589 E Taylor Road<br>619 E Taylor Road<br>E Taylor Road | Debra Frey<br>Domingo Sanchez<br>D & B Sasaki Enterprises Inc<br>Kenneth Reiswig<br>Kenneth Roberson<br>This is not on Mapguide |
| 027-060-27<br>027-060-29                                                           | 681 E Taylor Road<br>695 E Taylor Road                                                      | Lodi CA 95242<br>Lodi CA 95242                                                    | 681 E Taylor Road<br>695 E Taylor Road<br>15401 N Lower<br>Sacramento Road                                             | Ben & Renee Vander Heiden<br>Randy Zapara                                                                                       |
| 027-060-35                                                                         | 1213 W Lockeford St                                                                         | Lodi CA 95240                                                                     |                                                                                                                        | Dave & Kathleen Williams                                                                                                        |
| 027-400-01<br>027-400-02                                                           | PO Box 247<br>621 Evergreen Dr<br>10100 Trinity Parkway                                     | Acampo CA 95220<br>Lodi CA 95242                                                  | 70 E Sargent Road<br>212 E Sargent Road                                                                                | Albert Traverso<br>DHKS Dev Co                                                                                                  |
| 027-400-03<br>029-380-05                                                           | Ste 420<br>PO Box 1823                                                                      | Stockton CA 95219<br>Lodi CA 95241                                                | 402 E Sargent Road<br>351 E Sargent Road                                                                               | WL Investors LP<br>Georgia Perlegos                                                                                             |



*Please immediately confirm receipt  
of this fax by calling 333-6702*

CITY OF LODI  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910

**ADVERTISING INSTRUCTIONS**

**SUBJECT: PUBLIC HEARING TO CONSIDER REIMBURSEMENT  
AGREEMENT NO. RA-08-01 FOR PUBLIC IMPROVEMENTS  
CONSTRUCTED WITH THE VINTNER'S SQUARE SHOPPING  
CENTER**

**PUBLISH DATE: SATURDAY, NOVEMBER 8, 2008**


**LEGAL AD**

**TEAR SHEETS WANTED: One (1) please**

**SEND AFFIDAVIT AND BILL TO:** RANDI JOHL, CITY CLERK  
City of Lodi  
P.O. Box 3006  
Lodi, CA 95241-1910

**DATED:** THURSDAY, NOVEMBER 6, 2008

**ORDERED BY:** RANDI JOHL  
CITY CLERK

  
JENNIFER M. PERRIN, CMC  
ASSISTANT CITY CLERK

\_\_\_\_\_  
MARIA BECERRA  
ADMINISTRATIVE CLERK

**Verify Appearance of this Legal in the Newspaper – Copy to File**

|     |                                                                                               |
|-----|-----------------------------------------------------------------------------------------------|
| LNS | Faxed to the Sentinel at 369-1084 at _____ (time) on _____ (date) _____ (pages)               |
|     | Phoned to confirm receipt of all pages at _____ (time) _____ CF _____ MB _____ JMP (initials) |



## **DECLARATION OF POSTING**

### **PUBLIC HEARING TO CONSIDER REIMBURSEMENT AGREEMENT NO. RA-08-01 FOR PUBLIC IMPROVEMENTS CONSTRUCTED WITH THE VINTNER'S SQUARE SHOPPING CENTER**

On Friday, November 7, 2008, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider Reimbursement Agreement No. RA-08-01 for public improvements constructed with the Vintner's Square Shopping Center (attached and marked as Exhibit A) was posted at the following locations:

Lodi Public Library  
Lodi City Clerk's Office  
Lodi City Hall Lobby  
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 7, 2008, at Lodi, California.

ORDERED BY:

**RANDI JOHL**  
**CITY CLERK**

  
JENNIFER M. PERRIN, CMC  
ASSISTANT CITY CLERK

\_\_\_\_\_  
MARIA BECERRA  
ADMINISTRATIVE CLERK



# CITY OF LODI

Carnegie Forum  
305 West Pine Street, Lodi

## NOTICE OF PUBLIC HEARING

Date: December 17, 2008

Time: 7:00 p.m.

For information regarding this notice please contact:

**Randi Johl**  
City Clerk  
Telephone: (209) 333-6702

EXHIBIT A

## NOTICE OF PUBLIC HEARING

NOTICE ~~IS~~ HEREBY GIVEN that on Wednesday, December **17, 2008**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) Reimbursement Agreement ~~No.~~ RA-08-01 for public improvements constructed with the Vintner's Square shopping center

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 W. Pine Street, 2<sup>nd</sup> Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, ~~221~~ West Pine Street, at or prior to the close of the public hearing.

By ~~Order~~ of the Lodi City Council:

Randi Johl  
City Clerk

Dated: November **5, 2008**

Approved as to form:

D. Stephen Schwabauer  
City Attorney



## **DECLARATION OF MAILING**

### **PUBLIC HEARING TO CONSIDER REIMBURSEMENT AGREEMENT NO. RA-08-01 FOR PUBLIC IMPROVEMENTS CONSTRUCTED WITH THE VINTNER'S SQUARE SHOPPING CENTER**

On Thursday, November 6, 2008, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing a Notice of Public Hearing to consider Reimbursement Agreement No. RA-08-01 for public improvements constructed with the Vintner's Square Shopping Center, attached hereto Marked Exhibit A. The mailing list for said matter is attached hereto, marked Exhibit B.

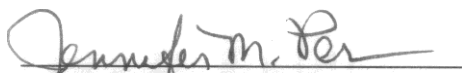
There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 6, 2008, at Lodi, California.

ORDERED BY:

**RANDI JOHL**  
**CITY CLERK. CITY OF LODI**

  
JENNIFER M. PERRIN, CMC  
ASSISTANT CITY CLERK

\_\_\_\_\_  
MARIA BECERRA  
ADMINISTRATIVE CLERK

EXHIBIT A



# NOTICE OF PUBLIC HEARING

LODI CITY COUNCIL  
221 W. PINE STREET, LODI, 95240 --TELEPHONE 333-6702

**DATE:** Wednesday, **December 17, 2008**

**TIME:** **7:00 p.m.**, or as soon thereafter as the matter can be heard

**PLACE:** **Carnegie Forum, 305 West Pine Street, Lodi**

**SUBJECT:** To consider Reimbursement Agreement No. **RA-08-01** for public improvements constructed with the Vintner's Square Shopping Center

**(SEE ATTACHED for additional information regarding this matter, as specified in Lodi Municipal Code Section 16.40.050 C. 3)**

---

INFORMATION REGARDING THIS MATTER MAY BE OBTAINED IN THE OFFICE OF PUBLIC WORKS, 221 W. PINE ST., LODI.

WRITTEN STATEMENTS MAY BE FILED WITH THE CITY CLERK, 221 W. PINE ST., 2<sup>ND</sup> FLOOR, LODI, AT ANY TIME PRIOR TO THE HEARING SCHEDULED HEREIN, AND ORAL STATEMENTS MAY BE MADE AT SAID HEARING.

ANYONE WISHING TO BE HEARD ON THE ISSUE MAY APPEAR BEFORE THE CITY COUNCIL AT THE TIME OF THE PUBLIC HEARING.

IF YOU CHALLENGE THE PROPOSED ACTION IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE CITY CLERK/CITY COUNCIL AT, OR PRIOR TO, THE PUBLIC HEARING.

Date Mailed: November 6, 2008

A handwritten signature in black ink, appearing to read "Randi Johl", written over a horizontal line.

**CITY CLERK OF THE CITY OF LODI**

## AGENDA ITEM E-11



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Set Public Hearing for December 17, 2008, to Consider Resolution Approving Reimbursement Agreement No. RA-06-01 for Public Improvements Constructed with the Vintner's Square Shopping Center

**MEETING DATE:** November 5, 2008

**PREPARED BY:** Public Works Director

---

**RECOMMENDED ACTION:** Set a public hearing for December 17, 2008, to consider a resolution approving Reimbursement Agreement No. RA-08-01 for public improvements in Kettleman Lane and Westgate Drive and associated public utilities constructed with the Vintner's Square shopping center.

**BACKGROUND INFORMATION:** Geweke Family Partnership, the developer of the Vintner's Square shopping center located at the northwest corner of Kettleman Lane and Lower Sacramento Road, entered into an Improvement Agreement with the City on April 29, 2004. As required under the conditions of

approval for the project and the terms of the Improvement Agreement, the developer has completed certain public improvements on Kettleman Lane and Westgate Drive. The improvements include the installation of asphalt concrete pavement, concrete curb, gutter and sidewalk, water, wastewater and storm drainage lines, and a traffic signal on Kettleman Lane and Westgate Drive. Portions of the public improvements installed by the developer benefit properties ranging from just north of Lodi Avenue/Sargent Road and just south of Kettleman Lane. The benefiting properties are shown on Exhibit A.

The public improvements were accepted by Council on August 16, 2006. The developer has requested a Reimbursement Agreement in conformance with Chapter 16.40 of the Lodi Municipal Code (LMC) to recover the cost of the improvements benefiting the above-mentioned properties, including related costs such as engineering, inspection and plan check fees.

The reimbursable costs for each benefiting property are shown on Exhibit B. Pursuant to LMC §16.40.50.A.3, the reimbursable amounts shown in Exhibit B include an amount attributable to interest for the year 2008 based on the change in the Engineering News Record 20 Cities Construction Cost Index from January 2007 to January 2008. Under the terms of the Reimbursement Agreement similar adjustments to the reimbursable costs will be made each January until payment is received. A copy of the Reimbursement Agreement is attached as Exhibit C.

In conformance with LMC Chapter 16.40, staff recommends that Council set a public hearing to consider a resolution approving Reimbursement Agreement No. RA-08-01,

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

---

F. Wally Sandelin  
Public Works Director

Prepared by Chris R. Boyer, Junior Engineer  
FWS/CRB/pmf  
Attachments

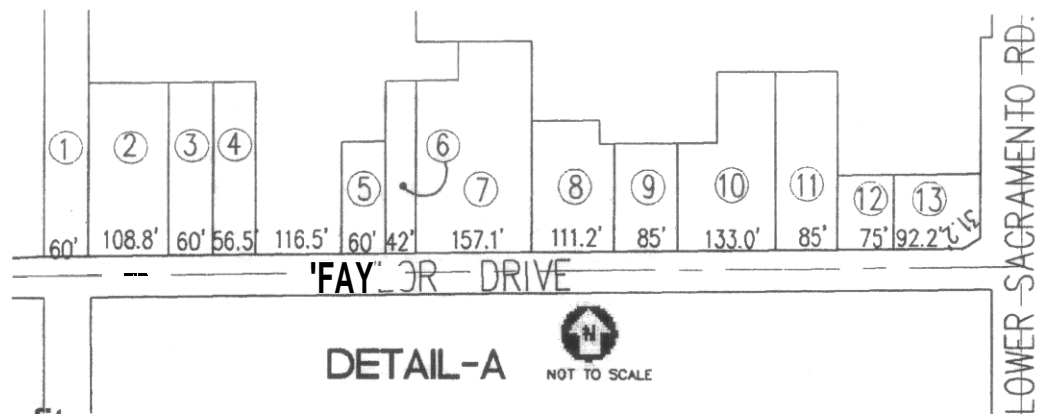
cc: Senior Civil Engineer Welch  
Senior Civil Engineer Chang

Junior Engineer Boyer  
Property Owners

---

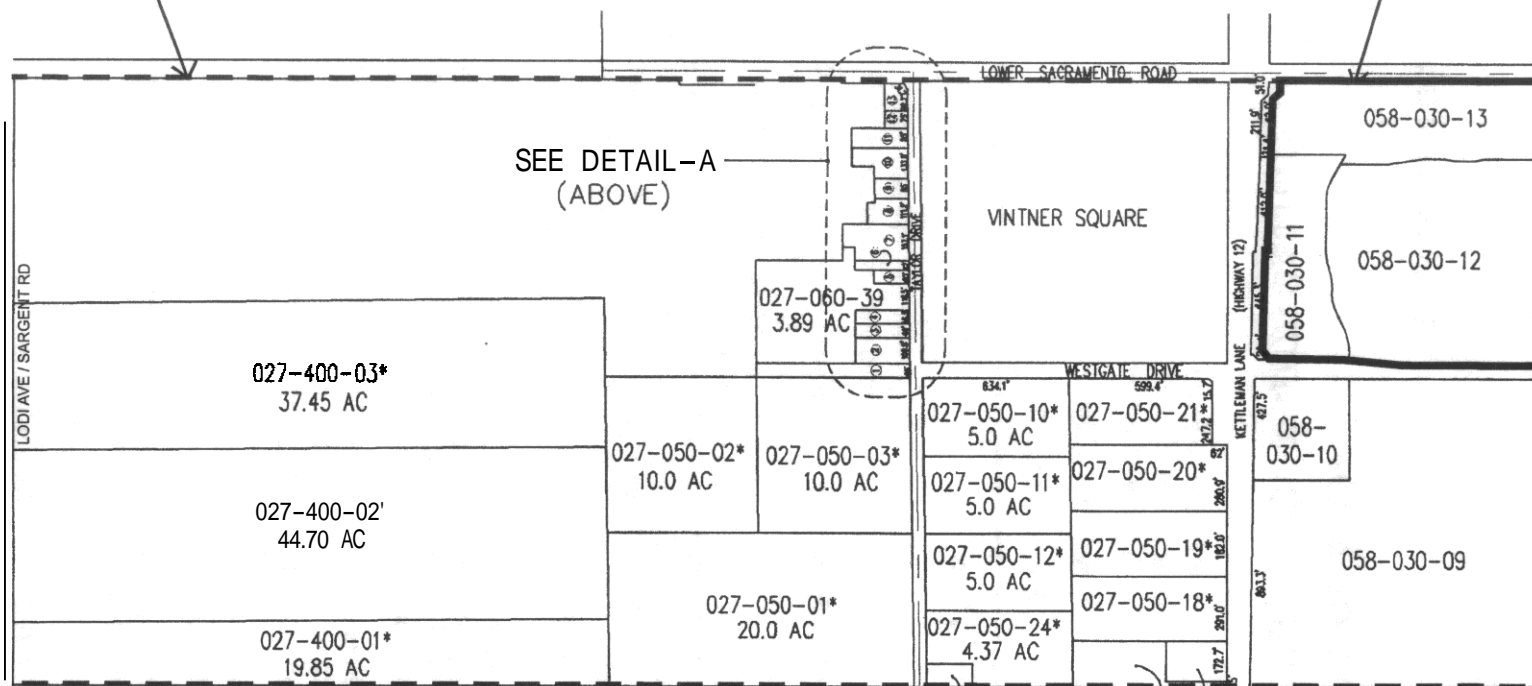
APPROVED: \_\_\_\_\_  
Blair King, City Manager

| NO | APN        |
|----|------------|
| ①  | 027-060-01 |
| ②  | 027-060-03 |
| ③  | 027-060-05 |
| ④  | 027-060-06 |
| ⑤  | 027-060-08 |
| ⑥  | 027-060-09 |
| ⑦  | 027-060-10 |
| ⑧  | 027-060-12 |
| ⑨  | 027-060-13 |
| ⑩  | 027-060-42 |
| ⑪  | 027-060-27 |
| ⑫  | 027-060-29 |
| ⑬  | 027-060-35 |



Area of Benefit

LODI SHOPPING CENTER



NOT TO SCALE

\* IN SEWER SERVICE AREA

027-050-16\*

PROJECT NAME/LOCATION:

EXHIBIT-A

DESIGNED BY:

ISSUE DATE

05/05/08

DRAFTED BY

PROJECT NO.:

270100

CHECKED BY:

DWG FILENAME:

270100EX-1



**PHILLIPPI ENGINEERING**

CIVIL ENGINEERING - LAND SURVEYING  
425 MERCHANT STREET VACAVILLE, CA 95688  
P.O. BOX 6556 VACAVILLE, CA 95696  
OFFICE (707) 451-6556 FAX (707) 451-6555



## Detailed Summary of Allocations for Parcels with Street Work

|                                                                   | Quantity | Units | Cost/unit | Cost       | 058-030-09 | 027-050-18 | 027-050-19 | 027-050-20 | 027-050-21 | 058-030-11 | 058-030-12 | 058-030-13 | 027-050-10 |            |
|-------------------------------------------------------------------|----------|-------|-----------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| <b>Kettleman Lane</b><br>(South side, west of Westgate Drive)     |          |       |           |            | 33.21      | 4.26       | 4.27       | 4.27       | 4.11       | 6.97       | 18.23      | 9.26       | 5          |            |
| Roadway Excavation                                                | 1289     | CY    | \$ 19.50  | \$ 25,143  | \$ 25,143  |            |            |            |            |            |            |            |            |            |
| OG AC in widening areas                                           | 64       | Tons  | \$ 85.00  | \$ 5,399   | \$ 5,399   |            |            |            |            |            |            |            |            |            |
| Type B AC in widening areas                                       | 1151     | Tons  | \$ 44.00  | \$ 50,630  | \$ 50,630  |            |            |            |            |            |            |            |            |            |
| Type 2 AB in widening areas                                       | 1354     | Tons  | \$ 23.00  | \$ 31,138  | \$ 31,138  |            |            |            |            |            |            |            |            |            |
|                                                                   |          |       |           | \$ 112,309 | \$ 112,309 |            |            |            |            |            |            |            |            |            |
| <b>Kettleman Lane</b><br>(North side, west of Westgate Drive)     |          |       |           |            |            |            |            |            |            |            |            |            |            |            |
| Roadway Excavation                                                | 1254     | CY    | \$ 19.50  | \$ 16,166  |            | \$ 755     | \$ 3,540   | \$ 5,519   | \$ 6,350   |            |            |            |            |            |
| OG AC in widening areas                                           | 70       | Tons  | \$ 85.00  | \$ 5,584   |            | \$ 255     | \$ 1,220   | \$ 1,909   | \$ 2,201   |            |            |            |            |            |
| Type B AC in widening areas                                       | 1114     | Tons  | \$ 44.00  | \$ 32,392  |            | \$ 1,513   | \$ 7,094   | \$ 11,059  | \$ 12,724  |            |            |            |            |            |
| Type 2 AB in widening areas                                       | 1317     | Tons  | \$ 23.00  | \$ 20,021  |            | \$ 935     | \$ 4,385   | \$ 6,835   | \$ 7,865   |            |            |            |            |            |
|                                                                   |          |       |           | \$ 74,163  |            | \$ 3,459   | \$ 16,238  | \$ 25,322  | \$ 29,140  |            |            |            |            |            |
| <b>Kettleman Lane</b><br>(South side, across from Vintner Square) |          |       |           |            |            |            |            |            |            |            |            |            |            |            |
| Roadway Excavation                                                | 487      | CY    | \$ 19.50  | \$ 0.497   |            |            |            |            |            | \$ 1,917   | \$ 5,032   | \$ 2,547   |            |            |
| Type B AC in widening areas                                       | 434      | Tons  | \$ 44.00  | \$ 19,096  |            |            |            |            |            | \$ 3,856   | \$ 10,118  | \$ 5,123   |            |            |
| Type 2 AB in widening areas                                       | 511      | Tons  | \$ 23.00  | \$ 11,753  |            |            |            |            |            | \$ 2,373   | \$ 6,227   | \$ 3,153   |            |            |
| Cold planing                                                      | 1514     | SY    | \$ 3.50   | \$ 5,288   |            |            |            |            |            | \$ 1,070   | \$ 2,807   | \$ 1,421   |            |            |
| Type B overlay                                                    | 233      | Tons  | \$ 44.00  | \$ 10,237  |            |            |            |            |            | \$ 2,067   | \$ 5,424   | \$ 2,746   |            |            |
| OG AC                                                             | 84       | Tons  | \$ 85.00  | \$ 7,119   |            |            |            |            |            | \$ 1,437   | \$ 3,772   | \$ 1,910   |            |            |
| Remove 6" AC                                                      | 41       | CY    | \$ 18.00  | \$ 736     |            |            |            |            |            | \$ 149     | \$ 390     | \$ 197     |            |            |
| Replace 6" AC                                                     | 82       | Tons  | \$ 11.00  | \$ 3,513   |            |            |            |            |            | \$ 709     | \$ 1,861   | \$ 942     |            |            |
| Kettleman / Westgate signal                                       | Lump Sum |       |           | \$ 82,500  |            |            |            |            |            | \$ 16,658  | \$ 43,712  | \$ 22,131  |            |            |
| Lighting and Signal interconnect                                  | Lump Sum |       |           | \$ 32,500  |            |            |            |            |            | \$ 6,562   | \$ 17,220  | \$ 8,718   |            |            |
|                                                                   |          |       |           | \$ 182,249 |            |            |            |            |            | \$ 36,798  | \$ 96,562  | \$ 48,888  |            |            |
| <b>Westgate Drive</b>                                             |          |       |           |            |            |            |            |            |            |            |            |            |            |            |
| Street pavement section(0.3 AC / 0.55 AB)                         | 27239    | SF    | \$ 2      | \$ 62,650  |            |            |            |            | \$ 30,748  |            |            |            | \$ 31,902  |            |
| Stamped pavement in median                                        | 730      | SF    | \$ 16     | \$ 11,680  |            |            |            |            | \$ 5,732   |            |            |            | \$ 5,948   |            |
| Curb and gutter                                                   | 1165     | LF    | \$ 16     | \$ 18,640  |            |            |            |            | \$ 9,148   |            |            |            | \$ 9,492   |            |
| 8" median curb                                                    | 1165     | LF    | \$ 12     | \$ 13,980  |            |            |            |            | \$ 6,861   |            |            |            | \$ 7,110   |            |
| 12" median border                                                 | 882.5    | LF    | \$ 16     | \$ 14,120  |            |            |            |            | \$ 6,930   |            |            |            | \$ 7,190   |            |
| Striping                                                          | Lump Sum |       | \$ 1,600  | \$ 1,600   |            |            |            |            | \$ 785     |            |            |            | \$ 815     |            |
| Traffic Signs                                                     | 10       | each  | \$ 98.2   | \$ 982     |            |            |            |            | \$ 982     |            |            |            | \$ 1,018   |            |
| Object markers                                                    | 2        | each  | \$ 55     | \$ 110     |            |            |            |            | \$ 54      |            |            |            | \$ 56      |            |
| Street name signs                                                 | 1        | each  | \$ 325    | \$ 325     |            |            |            |            | \$ 160     |            |            |            | \$ 165     |            |
| Benchmarks                                                        | 0.5      | each  | \$ 500    | \$ 250     |            |            |            |            | \$ 123     |            |            |            | \$ 127     |            |
| Monuments                                                         | 0.5      | each  | \$ 400    | \$ 200     |            |            |            |            | \$ 98      |            |            |            | \$ 102     |            |
| Median Landscaping                                                | Lump Sum |       | \$ 39,125 | \$ 39,125  |            |            |            |            | \$ 19,202  |            |            |            | \$ 19,923  |            |
| 18" storm drain in Westgate Drive                                 | 131      | LF    | \$ 24     | \$ 3,144   |            |            |            |            | \$ 3,144   |            |            |            | \$ 3,144   |            |
| 15" storm drain at Kettleman intersection                         | 74       | LF    | \$ 25     | \$ 1,850   |            |            |            |            | \$ 1,850   |            |            |            | \$ 1,850   |            |
| 12" storm drains                                                  | 50       | LF    | \$ 24     | \$ 1,416   |            |            |            |            | \$ 1,416   |            |            |            | \$ 1,416   |            |
| Storm drain manholes                                              | 1.5      | each  | \$ 2,950  | \$ 4,425   |            |            |            |            | \$ 4,425   |            |            |            | \$ 4,425   |            |
| Storm drain inlets                                                | 3        | each  | \$ 1,050  | \$ 3,150   |            |            |            |            | \$ 3,150   |            |            |            | \$ 3,150   |            |
| 8" sewer laterals to west side                                    | 50       | LF    | \$ 22.50  | \$ 1,125   |            |            |            |            | \$ 552     |            |            |            | \$ 573     |            |
| Sewer manholes                                                    | 2.5      | each  | \$ 2,550  | \$ 6,375   |            |            |            |            | \$ 3,188   |            |            |            | \$ 3,188   |            |
| 10" water main                                                    | 710      | LF    | \$ 20.50  | \$ 14,555  |            |            |            |            | \$ 7,143   |            |            |            | \$ 7,412   |            |
| 10" gate valves                                                   | 4        | each  | \$ 1,050  | \$ 4,200   |            |            |            |            | \$ 2,061   |            |            |            | \$ 2,139   |            |
| Median landscaping service                                        | 0.5      | each  | \$ 1,400  | \$ 700     |            |            |            |            | \$ 344     |            |            |            | \$ 356     |            |
|                                                                   |          |       |           | \$ 205,620 |            |            |            |            | \$ 108,107 |            |            |            | \$ 97,513  |            |
| Plus plan check and inspection fee                                |          |       |           |            | 5.5%       | \$ 6,177   | \$ 190     | \$ 803     | \$ 1,393   | \$ 7,549   | \$ 2,024   | \$ 5,311   | \$ 2,089   | \$ 5,383   |
| Plus engineering and administration                               |          |       |           |            | 10%        | \$ 11,231  | \$ 346     | \$ 1,624   | \$ 2,532   | \$ 13,725  | \$ 3,680   | \$ 9,856   | \$ 4,889   | \$ 9,751   |
| Street Work total for the parcel                                  |          |       |           |            |            | \$ 129,717 | \$ 3,995   | \$ 18,755  | \$ 29,247  | \$ 158,520 | \$ 42,502  | \$ 111,529 | \$ 56,466  | \$ 112,627 |
| Plus trunk sewer allocation                                       |          |       |           |            |            | \$ -       | \$ 2,457   | \$ 2,463   | \$ 2,463   | \$ 2,370   | \$ -       | \$ -       | \$ -       | \$ 2,884   |
| Total for the property                                            |          |       |           |            |            | \$ 129,717 | \$ 6,452   | \$ 21,218  | \$ 31,709  | \$ 160,801 | \$ 42,502  | \$ 111,529 | \$ 56,466  | \$ 115,511 |

# Exhibit B

## Summary of allocations of cost to the various properties

|            |       | Kenleman-West of<br>Westgate (South) | Kenleman- West of<br>Westgate (North) | Kettleman -Across<br>from Vintner Square | Westgate<br>Drive | Taylor Road | Trunk<br>Sewer | Total      |
|------------|-------|--------------------------------------|---------------------------------------|------------------------------------------|-------------------|-------------|----------------|------------|
| Parcel     | Acres | Allocation                           | Allocation                            | Allocation                               | Allocation        | Allocation  |                | Allocation |
| 058-030-09 | 33.21 | \$ 103,773                           |                                       |                                          |                   |             |                | \$ 103,773 |
| 058-030-10 | 4.10  |                                      |                                       |                                          |                   |             |                |            |
| 027-050-01 | 20.00 |                                      |                                       |                                          |                   |             | \$ 11,535      | \$ 11,535  |
| 027-050-02 | 10.00 |                                      |                                       |                                          |                   |             | \$ 5,767       | \$ 5,767   |
| 027-050-03 | 10.W  |                                      |                                       |                                          |                   |             | \$ 5,767       | \$ 5,767   |
| 027-050-10 | 5.00  |                                      |                                       | 5                                        | 112.627           |             | \$ 2,884       | \$ 115,511 |
| 027-050-11 | 5.00  |                                      |                                       |                                          |                   |             | \$ 2,884       | \$ 2,684   |
| 027-050-12 | 5.00  |                                      |                                       |                                          |                   |             | \$ 2,884       | \$ 2,884   |
| 027-050-15 | 2.00  |                                      |                                       |                                          |                   |             | \$ 1,153       | \$ 1,153   |
| 027-050-16 | 1.00  |                                      |                                       |                                          |                   |             | \$ 577         | \$ 577     |
| 027-050-18 | 4.26  |                                      | \$ 3,995                              |                                          |                   |             | \$ 2,457       | \$ 6,452   |
| 027-050-19 | 4.27  |                                      | \$ 18,755                             |                                          |                   |             | \$ 2,463       | \$ 21,218  |
| 027-050-20 | 4.27  |                                      | \$ 29,247                             |                                          |                   |             | \$ 2,463       | \$ 31,709  |
| 027-050-21 | 4.11  |                                      | 5 33.657                              |                                          | 5                 | 124,864     | \$ 2,370       | \$ 160,891 |
| 027-050-24 | 4.37  |                                      |                                       |                                          |                   |             | \$ 2,520       | \$ 2,520   |
| 027-050-25 | 0.46  |                                      |                                       |                                          |                   |             | \$ 285         | \$ 285     |
| 058-030-11 | 8.97  |                                      |                                       | \$ 42,502                                |                   |             |                | \$ 42,502  |
| 058-030-12 | 18.29 |                                      |                                       | \$ 111,529                               |                   |             |                | \$ 111,529 |
| 058-030-13 | 9.28  |                                      |                                       | \$ 56,466                                |                   |             |                | \$ 56,466  |
| 027-060-01 | 0.91  |                                      |                                       |                                          |                   | \$ 2,814    |                | \$ 2,814   |
| 027-060-03 | 0.64  |                                      |                                       |                                          |                   | \$ 1,979    |                | \$ 1,979   |
| 027-060-05 | 0.35  |                                      |                                       |                                          |                   | \$ 1,082    |                | \$ 1,082   |
| 027-060-06 | 0.30  |                                      |                                       |                                          |                   | \$ 928      |                | \$ 928     |
| 027-060-39 | 3.89  |                                      |                                       |                                          |                   | \$ 12,028   |                | \$ 12,028  |
| 027-060-08 | 0.24  |                                      |                                       |                                          |                   | \$ 742      |                | \$ 742     |
| 027-060-09 | 0.22  |                                      |                                       |                                          |                   | \$ 680      |                | \$ 680     |
| 027-060-10 | 1.01  |                                      |                                       |                                          |                   | \$ 3,123    |                | \$ 3,123   |
| 027-060-12 | 0.45  |                                      |                                       |                                          |                   | \$ 1,391    |                | \$ 1,391   |
| 027-060-13 | 0.33  |                                      |                                       |                                          |                   | \$ 1,020    |                | \$ 1,020   |
| 027-060-42 |       |                                      |                                       |                                          |                   | \$ 2,041    |                | \$ 2,041   |
| 027-060-27 | 0.38  |                                      |                                       |                                          |                   | \$ 1,175    |                | \$ 1,175   |
| 027-060-29 | 0.21  |                                      |                                       |                                          |                   | \$ 649      |                | \$ 849     |
| 027-060-35 | 0.21  |                                      |                                       |                                          |                   | \$ 649      |                | \$ 649     |
| 027-400-01 | 19.85 |                                      |                                       |                                          |                   | \$ 9,851    |                | \$ 9,851   |
| 027-400-02 | 44.70 |                                      |                                       |                                          |                   | \$ 14,349   |                | \$ 14,349  |
| 027-400-03 | 37.45 |                                      |                                       |                                          |                   | \$ 20,725   |                | \$ 20,725  |
| 029-380-05 | 49.74 |                                      |                                       |                                          |                   | \$ 18,253   |                | \$ 18,253  |
|            |       | \$ 103,773                           | \$ 85,653 *                           | \$ 210,497                               | \$ 237,491        | \$ 30,303   | \$ 109,168     | \$ 776,885 |

\* This amount (\$85,653) is \$5 less than the amount shown in the "Determination of Costs" Section due to scaling and rounding.

WHEN RECORDED, RETURN TO:  
City Clerk  
City of Lodi  
221 West Pine Street  
Lodi, CA 95240

REIMBURSEMENT  
for  
PUBLIC IMPROVEMENTS

AGREEMENT # RA - 08-01

THIS AGREEMENT is made by and between the CITY OF LODI, hereinafter referred to as "City", and THE GEWEKE FAMILY PARTNERSHIP, a California Limited Partnership, hereinafter referred to as "Applicant".

RECITALS:

WHEREAS, Applicant is the developer of commercial development titled Vintner's Square Shopping Center, located on the north west corner of Lower Sacramento Road and Kettleman Lane, Lodi, California, and has entered into an Improvement Agreement with City dated April 29, 2004, to construct public improvements required to serve the development, and

WHEREAS, Applicant has constructed certain public improvements (hereinafter "Improvements"), which include installation of asphalt concrete pavement, concrete curb and gutter, water pipe, wastewater pipe, storm drain pipe, traffic control systems, and other miscellaneous and related items, that will serve additional properties that are designated and shown on the plan attached as Exhibit A to this Agreement; and

WHEREAS, Applicant has filed a request with City's Public Works Director in conformance with Chapter 16.40 of the Lodi Municipal Code requesting reimbursement for those improvements which benefit other properties or would be required of those properties upon development ("Benefit Area"); and

WHEREAS, the property owners of those properties shown in Exhibit A have been notified and the City Council has conducted a public hearing regarding the Applicant's request for reimbursement.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained and pursuant to Government Code Sections 66485 through 66489 and Title 16 of the Lodi Municipal Code, it is hereby agreed between the parties as follows:

1. The amount of the reimbursable costs for the Improvements due to Applicant includes construction costs less any applicable credits plus ten percent for administrative and engineering design costs (10%), engineering plan check fees (2.0%), engineering inspection fees (3.5%) and the reimbursement application fee. Total construction costs and costs attributable to the Benefit Area are shown on attached Exhibit B.
2. The reimbursable amount shall be recalculated annually to include an amount attributable to interest, using the Engineering News Record (ENR) 20 Cities Construction Cost Index. On uncollected reimbursements, the reimbursement

rates shall be calculated in January of each calendar year beginning January 2008 by the following formula:

$$(\text{ENR Jan. 1 of current year}) \div (\text{initial ENR}) \times (\text{Balance due Jan. 1 of prior year less payments made during the previous year})$$

The initial ENR index under this Agreement is 8090.06. The initial reimbursable amounts are shown on Exhibit B.

3. In the event that the benefiting properties shown on Exhibit A develop, City shall collect the appropriate charges from the developers of the benefiting property and reimburse Applicant or Applicant's heirs, successors or assigns, for a period of fifteen (15) years. For payment collection purposes, benefiting parcels APN 058-030-11, 058-030-12 and 058-030-13 have been segregated into a group shown as Lodi Shopping Center on Exhibit A. Total reimbursement costs for the parcels within this group shall be payable at the time of issuance of the first Public Improvement Agreement for shopping center improvements. The charges for all other benefiting properties shall be paid in full at the time of the first development on those properties.
4. The Kettleman Lanemestgate Drive traffic signal is assumed to have been installed in its ultimate location for the purposes of calculating the reimbursable costs covered by this Agreement. The signal installation cost has been allocated fifty percent (50%) to the Applicant and fifty percent (50%) to the Lodi Shopping Center (Parcels APN 058-030-11, 058-030-12 and 058-030-13). However, if, at the time of development of the Lodi Shopping Center, the Kettleman Lane/Westgate Drive traffic signal must be relocated to accommodate that project, the current signal location will be considered temporary for the purposes of this Agreement and no reimbursement will be due to the Applicant for those costs. Adjustments to the required reimbursement will be made by City staff at the time of payment.
5. Applicant shall pay City \$6,908.41 for the preparation of this Agreement prior to approval and recording of this Agreement. This cost is based on one percent (1%) of the reimbursable construction costs, excluding engineering, administrative and other costs, with a minimum charge of \$750.00.
6. Upon each collection of reimbursement charges, an administrative charge shall be deducted and retained by City for administering the reimbursement provisions of this Agreement. The administrative charge shall be established from time to time by resolution of the City Council. As of the date of this Agreement, the charge is \$200.00.
7. This Agreement shall inure to the benefit of the heirs, successors and assigns of Applicant. City shall mail reimbursement payments to the last address of Applicant on file with the Public Works Director of the City. In the event a reimbursement is returned or unclaimed after two (2) years from the date of mailing, the amount of the reimbursement shall revert to City and be deposited in the appropriate development impact mitigation fee fund maintained by City.
8. All correspondence and payments required by this Agreement shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Correspondence and payments to City shall be addressed as **follows**:

F. Wally Sandelin  
Public Works Director  
221 West Pine Street  
P. O. Box 3006  
Lodi, CA 95241-1910

Correspondence and payments to Applicant shall **be** addressed as follows:

Geweke Family Partnership  
P. O. Box 1420  
Lodi, CA 95241

9. This Agreement is entered into pursuant to the provisions of **Title 16** of the Lodi Municipal Code and the provisions of that section shall by reference be part of this Agreement **as** though fully set forth herein.

The undersigned represent and warrant that they are authorized by the parties they purport to represent to execute this Agreement.

IN WITNESS WHEREOF, Applicant and City have executed this Agreement as of the date first above written.

Geweke Family Partnership  
a California Limited Partnership

By: \_\_\_\_\_  
Date

Name & Title: \_\_\_\_\_


CITY OF LODI, A MUNICIPAL CORPORATION

By: \_\_\_\_\_  
Blair King, City Manager Date

ATTEST:

\_\_\_\_\_  
Randi Johl, City Clerk Date

APPROVED AS TO FORM:  
D. Stephen Schwabauer, City Attorney

By: \_\_\_\_\_  
Janice D. Magdich, Deputy City Attorney 

# Vintner's Square Affected Property Owners



| APN                                                                                                                                                      | MAILING ADDRESS                                                                                                                                       | CITY                                                                                                                                 | SITUS                                                                                                                                                                                 | OWNER                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| 058-030-09<br>027-050-01,<br>027-050-02<br>027-050-03<br>027-050-10,<br>027-050-12,<br>027-050-24<br>027-050-11                                          | 2541 Lynch Wy<br>179 E Taylor Road<br>345 E Taylor Road<br>9949 Fernwood Ave<br>2332 Rockingham Cir                                                   | Lodi CA 95242<br>Lodi CA 95242<br>Lodi CA 95242<br>Stockton CA 95212<br>Lodi CA 95242                                                | 252 E State Route 12<br>Hwy<br>179 E Taylor Road<br>345 E Taylor Road<br>306 E Taylor Road<br>240 E Taylor Road<br>31 E State Route 12                                                | Thomas & Carolyn Reichmuth<br>Maxine Christesen Family LP<br>Emma Meier<br>Angelos Parisis<br>Miyoko Kaba                       |
| 027-050-15                                                                                                                                               | 101 E Hwy 12                                                                                                                                          | Lodi CA 95240                                                                                                                        | Hwy<br>35 E State Route 12                                                                                                                                                            | David Dollinger                                                                                                                 |
| 027-050-16                                                                                                                                               | 35 E State Route 12 Hwy<br>101 E State Route 12                                                                                                       | Lodi CA 95242                                                                                                                        | Hwy<br>101 E State Route 12                                                                                                                                                           | Bob & Judith Brown                                                                                                              |
| 027-050-18                                                                                                                                               | Hwy                                                                                                                                                   | Lodi CA 95242                                                                                                                        | Hwy                                                                                                                                                                                   | Leroy & Gladys Dollinger                                                                                                        |
| 027-050-19,<br>027-050-20                                                                                                                                | 209 E State Route 12<br>Hwy                                                                                                                           | Lodi CA 95242                                                                                                                        | 209 E State Route 12<br>Hwy                                                                                                                                                           | Lamar & Joann Hedrick                                                                                                           |
| 027-050-21                                                                                                                                               | 1139 E Kettleman Lane<br>Ste 200                                                                                                                      | Lodi CA 95240                                                                                                                        | 341 E State Route 12<br>Hwy                                                                                                                                                           | Geweke Family LTP PTP                                                                                                           |
| 027-050-25<br>058-030-11,<br>058-030-13                                                                                                                  | 16 E Taylor Road<br>100 Swan Wy Ste 206                                                                                                               | Lodi CA 95242<br>Oakland CA 94621-<br>1459                                                                                           | 16 E Taylor Road<br>1440 Westgate Drive                                                                                                                                               | Richard & Pamela Gerlack<br>BDC Lodi III LP                                                                                     |
| 058-030-12                                                                                                                                               | Mail Stop 0555                                                                                                                                        | Bentonville AR<br>72716-0555                                                                                                         | 1600 Westgate Drive                                                                                                                                                                   | Wal Mart Real Est Business Tru                                                                                                  |
| 027-060-01<br>027-060-03<br>027-060-05<br>027-060-06,<br>027-060-39,<br>027-060-08<br>027-060-09<br>027-060-10<br>027-060-12<br>027-060-13<br>027-060-42 | 383 E Taylor Road<br>810 W Elm St<br>441 E Taylor Road<br>9900 Pringle<br>517 E Taylor Road<br>1806 W Kettleman Ln<br>246 N Loma<br>619 E Taylor Road | Lodi CA 95240<br>Lodi CA 95240<br>Lodi CA 95240<br>Galt CA 95632<br>Lodi CA 95240<br>Lodi CA 95242<br>Lodi CA 95240<br>Lodi CA 95242 | 383 E Taylor Road<br>419 E Taylor Road<br>441 E Taylor Road<br>453 E Taylor Road<br>517 E Taylor Road<br>555 E Taylor Road<br>589 E Taylor Road<br>619 E Taylor Road<br>E Taylor Road | Debra Frey<br>Domingo Sanchez<br>D & B Sasaki Enterprises Inc<br>Kenneth Reiswig<br>Kenneth Roberson<br>This is not on Mapguide |
| 027-060-27<br>027-060-29                                                                                                                                 | 681 E Taylor Road<br>695 E Taylor Road                                                                                                                | Lodi CA 95242<br>Lodi CA 95242                                                                                                       | 681 E Taylor Road<br>695 E Taylor Road<br>15401 N Lower                                                                                                                               | Ben & Renee Vander Heiden<br>Randy Zapara                                                                                       |
| 027-060-35                                                                                                                                               | 1213 W Lockeford St                                                                                                                                   | Lodi CA 95240                                                                                                                        | Sacramento Road                                                                                                                                                                       | Dave & Kathleen Williams                                                                                                        |
| 027-400-01<br>027-400-02                                                                                                                                 | PO Box 247<br>621 Evergreen Dr<br>10100 Trinity Parkway                                                                                               | Acampo CA 95220<br>Lodi CA 95242                                                                                                     | 70 E Sargent Road<br>212 E Sargent Road                                                                                                                                               | Albert Traverso<br>DHKS Dev Co                                                                                                  |
| 027-400-03<br>029-380-05                                                                                                                                 | Ste 420<br>PO Box 1823                                                                                                                                | Stockton CA 95219<br>Lodi CA 95241                                                                                                   | 402 E Sargent Road<br>351 E Sargent Road                                                                                                                                              | WL Investors LP<br>Georgia Perlegos                                                                                             |